

Amendment 238 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 238 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 27th day of March, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to provide qualified technical support to Sound Transit (ST) to participate in trouble-shooting conference calls to resolve an issue with the Ticket Vending Machine Reader (TVMR) and TVM software. This work is more fully described in Change Request CR-072856 *ST S&B/Vix Conference Call Consulting v2.0*.

- B. The Parties agree that the Work necessary to provide said technical support will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will provide the services of a qualified Test Manager, Front Office Senior Programmer and Business Analyst to perform the work necessary to support ST and its TVM vendor, Scheidt and Bachman (S&B), to troubleshoot an issue which causes the TVM to freeze up on a reoccurring basis. Such work will include the following:

- 1.1 The Contractor will provide, as required, up to ten (10) labor hours each for a qualified Test Manager, Front Office Senior Programmer and Business Analyst to participate in one or more conference call(s) with ST and S&B technical staff to troubleshoot an issue involving the TVMR (Contractor supplied) and application software (S&B supplied). The Contractor may modify the number of hours worked per employee in order to provide optimum consulting service, but must remain within the not-to-exceed payment limitation.
- 1.2 The calls will be scheduled at a mutually agreeable time by Sound Transit staff with an anticipated duration of up to ninety (90) minutes each.

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be performed on a mutually agreeable date and time, to be scheduled as soon as possible.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 238

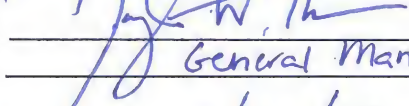
<p>The Contractor will perform the work necessary to provide technical support to ST to participate in conference call(s) to troubleshoot a TVMR/TVM application software issue.</p> <p>Due to the uncertain number of hours required to resolve the issue, the Contractor may expend up to \$3,089. The Contractor's invoice will include a detailed description of the hours worked by each employee</p> <p>TOTAL</p>	<p>NTE \$3,089</p>
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Section 4.0 Other Terms and Conditions

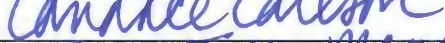
All other provisions of the Contract not referenced in this Amendment Two Hundred and Thirty-eight shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: 
Its: General Manager
Date: 3/26/13

The Agencies

By: 
Their: Operations Manager
On behalf of the Agencies
Date: March 27, 2013